



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Contract No. 03193206  
Control 000602115  
Project NH 2019(522) etc.  
Highway IH 20  
County NOLAN

April 25, 2019

J. H. STRAIN & SONS, INC.  
PO BOX 277  
TYE, TX 79563-0000

Construction Division  
512-416-2425/2440/2465

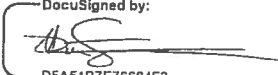
Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding one copy of the fully executed Contract as shown above.  
You are authorized to begin construction in accordance with the provisions  
of said contract.

Time for completion of the contract will be computed in accordance with  
Item 8.

Your proposal check is being returned according to your instructions or your  
proposal bid bond is released from further liability.

Sincerely,

DocuSigned by:  
  
D5A5187E76684F3  
Jesse A. Lineberger  
Director, Construction & Maintenance Contract Letting

Enclosure

cc: ABL District

BONDED BY: LIBERTY MUTUAL INSURANCE COMPANY  
BOND NO. 022053230

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer



**CONTRACT NO.** 03193206

**CONTROL** 0006-02-115 ETC.

**PROJECT** NH 2019(522) ETC. \*

**HIGHWAY** IH 20

**COUNTY** NOLAN

# **CONTRACT**

**between**

**STATE OF TEXAS**

**and**

**J. H. STRAIN & SONS, INC.**

**for**

**CONSTRUCTION OF 12.876 MILES**

**of**

**IH 20**

**in**

**NOLAN COUNTY**

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THE STATE OF TEXAS §  
THE COUNTY OF TRAVIS §

CONTRACT NO.	03193206
CONTROL	0006-02-115 ETC.
PROJECT	NH 2019(522) ETC. *
HIGHWAY	IH 20
COUNTY	NOLAN

## CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **J. H. STRAIN & SONS, INC.**, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **165 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

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PROJECT: NH 2019(522)  
COUNTY : NOLAN

, ETC.

CCSJ  
000602115

BIDDER  
1

DATE DIV JOB  
3 19 47 206

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
100	6010		PREPARING ROW (TREE) (10" TO 48" DIA) EA	6.000	1,000.000	6,000.00
104	6009		REMOVING CONC (RIPRAP) SY	244.000	30.000	7,320.00
104	6021		REMOVING CONC (CURB) LF	90.000	30.000	2,700.00
104	6054		REMOVING CONCRETE (MOW STRIP) LF	17,000.000	7.500	127,500.00
105	6030		REMOVING STAB BASE & ASPH PAV (8"-14") SY	2,160.000	11.000	23,760.00
110	6001		EXCAVATION (ROADWAY) CY	1,713.000	25.000	42,825.00
132	6004		EMBANKMENT (FINAL) (DENS CONT) (TY B) CY	9,284.000	20.000	185,680.00
160	6003		FURNISHING AND PLACING TOPSOIL (4") SY	19,360.000	3.250	62,920.00
164	6009		BROADCAST SEED (TEMP) (WARM) SY	9,680.000	.300	2,904.00
164	6011		BROADCAST SEED (TEMP) (COOL) SY	9,680.000	.300	2,904.00
168	6001		VEGETATIVE WATERING MG	387.200	50.000	19,360.00
247	6203	003	FL BS (CMP IN PLC) (RAP) (6") SY	727.000	25.000	18,175.00
305	6003		SALV, HAUL & STKPL RCL APH PV (2 TO 4") SY	47,642.000	1.600	76,227.20
305	6004		SALV, HAUL & STKPL RCL APH PV (4 TO 6") SY	1,778.000	4.200	7,467.60
305	6018		SALV, HAUL & STKPL RCL APH PV (2") SY	431,043.000	1.150	495,699.45
310	6009		PRIME COAT (MC-30) GAL	794.000	6.000	4,764.00
316	6001		ASPH (MULTI OPTION) GAL	221,198.000	5.000	1,105,990.00
316	6175		AGGR (TY-B GR-4 SAC-B) CY	4,369.000	125.000	546,125.00
344	6011	001	SUPERPAVE MIXTURES SP-B PG64-22 TON	1,038.000	96.210	99,865.98
344	6139	001	SUPERPAVE MIXTURES SP-D SAC-A PG76-28 TON	1,516.000	124.660	188,984.56

PROJECT: NH 2019(522)  
COUNTY : NOLAN

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BIDDER  
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ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT APPROX. QUANT.	UNIT BID PRICE	EXTENSION
346	6015	002	STONE-MTRX-ASPH SMA-D SAC-A PG76-28 TON 51,669.000	137.200	7,088,986.80
351	6013		FLEXIBLE PAVEMENT STRUCTURE REPAIR(4") SY 4,001.000	40.000	160,040.00
360	6004		CONC PVMT (CONT REINF - CRCP) (10") SY 2,049.000	125.000	256,125.00
416	6016		DRILL SHAFT (SIGN MTS) (12 IN) LF 63.000	140.000	8,820.00
416	6018		DRILL SHAFT (SIGN MTS) (24 IN) LF 196.000	165.000	32,340.00
420	6066		CL C CONC (RAIL FOUNDATION) CY 54.600	1,000.000	54,600.00
420	6139		CL C CONC (VEH DEFL WALL) (HPC) CY 24.000	2,250.000	54,000.00
432	6001		RIPRAP (CONC) (4 IN) CY 28.000	600.000	16,800.00
432	6045		RIPRAP (MOW STRIP) (4 IN) CY 1,569.000	675.000	1,059,075.00
438	6001		CLEANING AND SEALING EXISTING JOINTS LF 160.000	35.000	5,600.00
438	6009		CLEANING EXISTING JOINTS LF 160.000	35.000	5,600.00
450	6004		RAIL (TY T221) LF 252.000	140.000	35,280.00
451	6005		RETROFIT RAIL (TY T221) LF 1,204.000	200.000	240,800.00
451	6024		RETROFIT RAIL (TY SSTR) LF 900.000	180.000	162,000.00
454	6007		HEADER TYPE EXPANSION JOINT LF 320.000	165.000	52,800.00
464	6005		RC PIPE (CL III) (24 IN) LF 520.000	180.000	93,600.00
465	6128		INLET (COMPL) (PSL) (FG) (4FTX4FT-4FTX4FT) EA 1.000	4,000.000	4,000.00
467	6395		SET (TY II) (24 IN) (RCP) (6: 1) (P) EA 1.000	2,250.000	2,250.00
496	6002		REMOV STR (INLET) EA 1.000	1,500.000	1,500.00
496	6004		REMOV STR (SET) EA 5.000	1,500.000	7,500.00



PROJECT: NH 2019(522)  
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ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
496	6007		REMOV STR (PIPE) LF	1,051.000	10.000	10,510.00
496	6018		REMOVE STR (CONC) EA	1.000	5,000.000	5,000.00
500	6001		MOBILIZATION LS	1.000	1,000,000.000	1,000,000.00
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING MO	9.000	11,000.000	99,000.00
506	6001	004	ROCK FILTER DAMS (INSTALL) (TY 1) LF	150.000	50.000	7,500.00
506	6011	004	ROCK FILTER DAMS (REMOVE) LF	150.000	20.000	3,000.00
506	6020	004	CONSTRUCTION EXITS (INSTALL) (TY 1) SY	400.000	25.000	10,000.00
506	6024	004	CONSTRUCTION EXITS (REMOVE) SY	400.000	10.000	4,000.00
506	6038	004	TEMP SEDMT CONT FENCE (INSTALL) LF	870.000	7.000	6,090.00
506	6039	004	TEMP SEDMT CONT FENCE (REMOVE) LF	870.000	2.000	1,740.00
506	6041	004	BIODEG EROSN CONT LOGS (INSTL) (12") LF	1,240.000	7.000	8,680.00
506	6043	004	BIODEG EROSN CONT LOGS (REMOVE) LF	1,240.000	2.000	2,480.00
512	6001		PORT CTB (FUR & INST) (SGL SLOPE) (TY 1) LF	2,700.000	115.000	310,500.00
512	6025		PORT CTB (MOVE) (SGL SLP) (TY 1) LF	4,260.000	22.000	93,720.00
512	6037		PORT CTB (STKPL) (SGL SLP) (TY 1) LF	6,960.000	17.000	118,320.00
514	6019		PERM CTB (SGL SLOPE) (TY 1) (42) (HPC) LF	320.000	140.000	44,800.00
533	6001		RUMBLE STRIPS (SHOULDER) LF	188,031.000	.170	31,965.27
540	6001		MTL W-BEAM GD FEN (TIM POST) LF	16,290.000	21.750	354,307.50
540	6006		MTL BEAM GD FEN TRANS (THRIE-BEAM) EA	16.000	1,650.000	26,400.00
540	6016		DOWNSTREAM ANCHOR TERMINAL SECTION EA	33.000	1,200.000	39,600.00

PROJECT: NH 2019(522) , ETC. CCSJ BIDDER DATE DIV JOB  
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ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
542	6001		REMOVE METAL BEAM GUARD FENCE LF	16,215.000	1.650	26,754.75
542	6002		REMOVE TERMINAL ANCHOR SECTION EA	32.000	220.000	7,040.00
542	6004		RM MTL BM GD FENCE TRANS (THRIE-BEAM) EA	18.000	110.000	1,980.00
543	6002		CABLE BARRIER SYSTEM (TL-4) LF	17,098.000	10.000	170,980.00
543	6020		CABLE BARRIER TERMINAL SECTION (TL-4) EA	7.000	3,000.000	21,000.00
543	6021		REMOVE CABLE BARRIER LF	55.000	3.300	181.50
543	6022		REMOVE CABLE BARRIER TERMINAL SECTION EA	1.000	1,000.000	1,000.00
544	6001		GUARDRAIL END TREATMENT (INSTALL) EA	33.000	2,500.000	82,500.00
544	6003		GUARDRAIL END TREATMENT (REMOVE) EA	37.000	220.000	8,140.00
545	6001		CRASH CUSH ATTEN (INSTL) EA	3.000	11,000.000	33,000.00
545	6003		CRASH CUSH ATTEN (MOVE & RESET) EA	11.000	2,200.000	24,200.00
545	6004		CRASH CUSH ATTEN (STKPL) EA	12.000	1,650.000	19,800.00
545	6005		CRASH CUSH ATTEN (REMOVE) EA	3.000	1,100.000	3,300.00
545	6013		CRASH CUSH ATTEN (INSTL) (R) (N) (TL3) EA	2.000	20,000.000	40,000.00
636	6001	001	ALUMINUM SIGNS (TY A) SF	9.000	31.000	279.00
636	6002	001	ALUMINUM SIGNS (TY G) SF	2,339.000	31.000	72,509.00
636	6003	001	ALUMINUM SIGNS (TY O) SF	371.000	31.000	11,501.00
644	6004		IN SM RD SN SUP&AM TY10BWG(1) SA(T) EA	5.000	1,000.000	5,000.00
644	6007		IN SM RD SN SUP&AM TY10BWG(1) SA(U) EA	4.000	1,200.000	4,800.00
644	6017		IN SM RD SN SUP&AM TY10BWG(2) SA(P) EA	1.000	2,000.000	2,000.00

PROJECT: NH 2019(522)  
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ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
644	6076		REMOVE SM RD SN SUP&AM EA	10.000	120.000	1,200.00
647	6001		INSTALL LRSS (STRUCT STEEL) LB	10,280.500	6.500	66,823.25
647	6003		REMOVE LRSA EA	23.000	900.000	20,700.00
650	6205		REMOVE OVERHD SIGN SUP (SIGN ONLY) EA	2.000	700.000	1,400.00
658	6010		INSTL DEL ASSM (D-SW) SZ 2 (WC) GND EA	73.000	80.000	5,840.00
658	6013		INSTL DEL ASSM (D-SW) SZ (BRF) CTB EA	23.000	40.000	920.00
658	6026		INSTL DEL ASSM (D-SY) SZ (BRF) CTB EA	23.000	40.000	920.00
658	6040		INSTL DEL ASSM (D-DW) SZ 2 (WC) GND EA	77.000	80.000	6,160.00
658	6044		INSTL DEL ASSM (D-DY) SZ 2 (WC) GND EA	18.000	80.000	1,440.00
658	6047		INSTL OM ASSM (OM-2Y) (WC) GND EA	44.000	80.000	3,520.00
658	6060		REMOVE DELIN & OBJECT MARKER ASSMS EA	245.000	27.000	6,615.00
658	6063		INSTL DEL ASSM (D-SW) SZ 1 (BRF) GF2 (BR) EA	187.000	40.000	7,480.00
658	6065		INSTL DEL ASSM (D-SY) SZ 1 (BRF) GF2 (BR) EA	40.000	40.000	1,600.00
658	6067		INSTL DEL ASSM (D-DW) SZ 1 (BRF) GF2 EA	42.000	40.000	1,680.00
662	6060		WK ZN PAV MRK REMOV (W) 4" (BRK) LF	56,990.000	.600	34,194.00
662	6063		WK ZN PAV MRK REMOV (W) 4" (SLD) LF	183,737.000	.550	101,055.35
662	6095		WK ZN PAV MRK REMOV (Y) 4" (SLD) LF	134,010.000	.550	73,705.50
662	6109		WK ZN PAV MRK SHT TERM (TAB) TY W EA	170,970.000	1.750	299,197.50
666	6006	007	REFL PAV MRK TY I (W) 4" (DOT) (100MIL) LF	2,922.000	3.300	9,642.60
666	6036	007	REFL PAV MRK TY I (W) 8" (SLD) (100MIL) LF	7,705.000	3.300	25,426.50

PROJECT: NH 2019(522)  
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, ETC.

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ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
666	6039	007	REFL PAV MRK TY I (W)12" (LNDP) (100MIL) LF	1,010.000	6.600	6,666.00
666	6042	007	REFL PAV MRK TY I (W)12" (SLD) (100MIL) LF	1,800.000	6.600	11,880.00
666	6300	007	RE PM W/RET REQ TY I (W)4" (BRK) (100MIL) LF	56,479.000	.750	42,359.25
666	6303	007	RE PM W/RET REQ TY I (W)4" (SLD) (100MIL) LF	111,698.000	.650	72,603.70
666	6315	007	RE PM W/RET REQ TY I (Y)4" (SLD) (100MIL) LF	112,832.000	.650	73,340.80
668	6084		PREFAB PAV MRK TY C (W) (NUMBER) EA	9.000	880.000	7,920.00
668	6092		PREFAB PAV MRK TY C (W) (36") (YLD TRI) EA	16.000	65.000	1,040.00
672	6010		REFL PAV MRKR TY II-C-R EA	1,962.000	6.600	12,949.20
677	6001		ELIM EXT PAV MRK & MRKS (4") LF	1,058.000	2.500	2,645.00
677	6019		ELIM EXT PAV MRK & MRKS (36") (YLD TRI) EA	12.000	15.000	180.00
6001	6002		PORTABLE CHANGEABLE MESSAGE SIGN EA	4.000	20,000.000	80,000.00
6055	6001		TMSP RADAR SPEED CONTROL MONITOR EA	2.000	15,000.000	30,000.00
6185	6002	001	TMA (STATIONARY) DAY	810.000	250.000	202,500.00
6185	6005	001	TMA (MOBILE OPERATION) DAY	63.000	250.000	15,750.00
6302	6005		TEMP Q-DETECT SYS EA	2.000	100,000.000	200,000.00
TOTAL						16,511,820.26

CONTRACT NO. 03193206

COUNTY NOLAN

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS  
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By



Date

4-25-19

GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION

CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION SECTION

(Typed, Printed or Stamped Name and Title)

RECOMMENDED FOR EXECUTION:



CONTRACTOR  
Party of the Second Part

J. H. STRAIN & SONS, INC.

By:



(Title)

President

(Date)

By:

(Title)

(Date)

By:

(Title)

(Date)

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CARLOS J. RODRIGUEZ, PE, DIRECTOR OF CONSTRUCTION

# PERFORMANCE BOND

CONTRACT NO. 03193206

COUNTY NOLAN

BOND NO. 022053230

KNOW ALL PERSONS BY THESE PRESENTS:

That we **J. H. STRAIN & SONS, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **sixteen million five hundred eleven thousand eight hundred twenty and 26/100 Dollars ( \$16,511,820.26)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 12th day of April, 2019.

**J. H. STRAIN & SONS, INC.**

  
CONTRACTOR

\*By: President  
(Title)

CONTRACTOR

\*By: \_\_\_\_\_  
(Title)

Liberty Mutual Insurance Company  
SURETY (Print Firm Name and Seal)

\*By: Courtney J. Goulding  
Courtney J. Goulding (Title) Attorney-in-Fact

SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

\*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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# PAYMENT BOND

CONTRACT NO. 03193206

COUNTY NOLAN

BOND NO. 022053230

## KNOW ALL PERSONS BY THESE PRESENTS:

That we **J. H. STRAIN & SONS, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **sixteen million five hundred eleven thousand eight hundred twenty and 26/100 Dollars ( \$16,511,820.26)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 12th day of April, 2019.

**J. H. STRAIN & SONS, INC.**

[Signature]  
CONTRACTOR

\*By: President  
(Title)

\_\_\_\_\_  
CONTRACTOR

\*By: \_\_\_\_\_  
(Title)

Liberty Mutual Insurance Company  
SURETY (Print Firm Name and Seal)

\*By: Courtney J. Goulding  
Courtney J. Goulding (Title) Attorney-in-Fact

\_\_\_\_\_  
SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

\*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7665170

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company      West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Courtney J. Goulding; Cynthia Giesen; Douglas J. Wealty; Wesley M. Pitts; William E. Gellhausen, III

all of the city of AUSTIN, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of March, 2017.



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company  
By: David M. Carey  
David M. Carey, Assistant Secretary

On this 13th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of April, 20 19.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.







## TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at  
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at  
1-800-252-3439

You may write the Texas Department of Insurance  
Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al  
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al  
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX # (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

